

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inseego Wireless, Inc.		08/05/2022	Corporation: DELAWARE
Inseego Corp.		08/05/2022	Corporation: DELAWARE
Inseego North America, LLC		08/05/2022	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	Siena Lending Group LLC
Street Address:	9 W Broad Street
Internal Address:	5th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2563725	ENFORA
Registration Number:	2576306	ENFORA
Registration Number:	3082090	ENABLING INFORMATION ANYWHERE
Registration Number:	3100382	ENABLER
Registration Number:	5530979	INSEEGO
Registration Number:	5530980	INSEEGO
Registration Number:	5536453	INSEEGO
Registration Number:	5536454	INSEEGO
Registration Number:	5857873	INSEEGO
Registration Number:	5863512	INSEEGO
Registration Number:	5932372	INSEEGO
Registration Number:	5863513	INSEEGO
Registration Number:	5863514	INSEEGO
Registration Number:	5863515	INSEEGO
Registration Number:	5779697	SKYUS
Serial Number:	97070460	INSEEGO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4739258	MIFI OS
Registration Number:	3173683	
Registration Number:	4735445	MIFI
Registration Number:	4407265	MIFI
Registration Number:	4407264	MIFI FREEDOM.MY WAY.
Registration Number:	4407263	MIFI
Registration Number:	4411306	MIFI INTELLIGENT MOBILE HOTSPOT
Registration Number:	3846394	FREEDOM. MY WAY.
Registration Number:	4407261	MIFI
Serial Number:	77628921	MIFI

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (140690-01137)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 140690-01137

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 08/08/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) dated as of August 5, 2022, by INSEEGO CORP, a Delaware corporation (“*Parent*”) INSEEGO WIRELESS, INC., a Delaware corporation (“*Inseego Wireless*”), INSEEGO NORTH AMERICA, LLC, an Oregon limited liability company (“*Inseego North America*” and together with Parent, and Inseego Wireless, collectively, the “*Grantors*” and each individually, a “*Grantor*”), in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, “*Lender*”):

W I T N E S S E T H

WHEREAS, each Grantors, certain Grantors’ affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor’s entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its

own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

INSEEGO CORP.

By: 

Name: Robert G. Barbieri

Title: Chief Financial Officer

INSEEGO WIRELESS, INC.

By: 

Name: Robert G. Barbieri

Title: President and Treasurer

INSEEGO NORTH AMERICA, LLC

By: 

Name: Robert G. Barbieri

Title: President and Treasurer

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

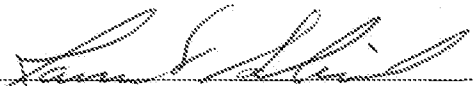
By: *Gill Elmore*
Name: Gill Elmore
Title: Authorized Signatory

By: _____
Name: Jason Schick
Title: Authorized Signatory

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: _____
Name: Gill Elmore
Title: Authorized Signatory

By:  _____
Name: Jason Schick
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

Schedule I
(See Attached.)

US REGISTERED TRADEMARKS – INSEEGO CORP.

Serial Number	Reg. Number	Word Mark
76312369	2563725	ENFORA
78054756	2576306	ENFORA
78556874	3082090	ENABLING INFORMATION ANYWHERE
78581808	3100382	ENABLER
87236087	5530979	INSEEGO
87236253	5530980	INSEEGO
87236226	5536453	INSEEGO
87236276	5536454	INSEEGO
87311048	5857873	INSEEGO
87311062	5863512	INSEEGO
87236205	5932372	INSEEGO
87311071	5863513	INSEEGO
87311080	5863514	INSEEGO
87311088	5863515	INSEEGO
88166112	5779697	SKYUS
97070460		INSEEGO

U.S. REGISTERED TRADEMARKS – INSEEGO WIRELESS, INC.

Serial Number	Reg. Number	Word Mark
85163838	4739258	MIFI OS
78734481	3173683	DESIGN
77824249	4735445	MIFI
77824228	4407265	MIFI
77821791	4407264	MIFI FREEDOM.MY WAY.
77821772	4407263	MIFI
77820976	4411306	MIFI INTELLIGENT MOBILE HOTSPOT
77820974	3846394	FREEDOM. MY WAY.
77820973	4407261	MIFI
77628921	3773854	MIFI

Inseego Patents

Title	Matter Type	Country	Status	Patent No. (Application No.) Docket/File No.	Issue/Grant Date (Filing Date)	OWNER
Method And Apparatus For Distributed Data Transfer Over Multiple Independent Wireless Networks	Utility - CIP	USA	Issued	U.S. 8521142 (13/094,665) 00003-0573	8/27/2013 (4/26/2011)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Method And Apparatus For Configuring Nodes In A Wireless Network	Utility - CON	USA	Issued	U.S. 8538019 (13/216,146) 00003-0632	9/17/2013 (8/23/2011)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
System And Method For Provisioning A Wireless Device To Only Be Able To Access Network Services Within A Specific Location	Utility - CON	USA	Issued	U.S. 8401519 (13/303,067) 00003-0334	03/19/13	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Wireless Device And Assembly	Utility - CIP	USA	Issued	U.S. 8433366 (12/350,186) 00003-0790	4/30/2013 (1/7/2009)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Method And Apparatus For Distributed Data Transfer Over Multiple Independent Wireless Networks	Utility - CIP	USA	Issued	U.S. 8442504 (13/075,110) 00003-0572	5/14/2013 (3/29/2011)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Method And Apparatus For Loading A Landing Page	Utility - CIP	USA	Issued	U.S. 8452858 (13/465,967) 00003-0881	5/28/2013 (5/7/2012)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Distributed Architecture Wireless Rf Modem	Utility - CON	USA	Issued	U.S. 7636585 (11/199,561) 00003-0552	12/22/2009 (8/8/2005)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Method And Apparatus For Routing Voice Traffic Over A Residential Gateway	Utility - CON	USA	Issued	U.S. 8660564 (13/080,584) 00003-0325	2/25/2014 (4/5/2011)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Systems And Methods For Facilitating Efficient Vertical Handoffs In A Wireless Communication System	Utility - CON	USA	Issued	U.S. 9967796 (15/479,188) 00003-3124	5/8/2018 (4/4/2017)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Method And Apparatus For Loading A Landing Page	Utility - CIP	USA	Issued	U.S. 8903962 (13/903,945) 00003-0882	12/2/2014 (5/28/2013)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.

Inseego Patents

Title	Matter Type	Country	Status	Patent No. (Application No.) Docket/File No.	Issue/Grant Date (Filing Date)	OWNER
Systems And Methods For Facilitating Efficient Vertical Handoffs In A Wireless Communication System	Utility - DIV	USA	Issued	U.S. 8971896 (13/734,791) 00003-3122	3/3/2015 (1/4/2013)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Intelligent Cellular Communications Gateway Device, System, And Method	Utility - CON	USA	Issued	U.S. 9077657 (14/204,201) 00003-4721	7/7/2015 (3/11/2014)	Inseego North America, LLC
Systems And Methods For Controlling Device Network Access Through A Wireless Router	Utility - CON	USA	Issued	U.S. 9282460 (14/530,521) 00003-0804	3/8/2016 (10/31/2014)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
System And Method For Provisioning A Wireless Device To Only Be Able To Access Network Services Within A Specific Location	Utility - CON	USA	Issued	U.S. 9288741 (14/667,582) 00003-0336	3/24/2015	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Complete Message Delivery To Multi-Mode Communication Method	Utility - DIV	USA	Issued	U.S. 8170554 (12/144,566) 00003-0201	5/1/2012 (6/23/2008)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
System And Method For Limiting A Wireless Communication Device To A Specified Geographic Zone	Utility - CON	USA	Issued	U.S. 9374765 (14/530,610) 00003-1314	6/21/2016 (10/31/2014)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Intelligent Cellular Communications Gateway Device, System, And Method	Utility - CON	USA	Issued	U.S. 9408039 (14/793,596) 00003-4740	8/2/2016 (7/7/2015)	Inseego North America, LLC
Personal Video Network	Utility - DIV	USA	Issued	U.S. 8255564 (11/698,745) ENFO01-00054 or 00003-4540	8/28/2012 (1/26/2007)	Inseego Wireless, Inc., successor by merger to Enfora **
Systems And Methods For Facilitating Efficient Vertical Handoffs In A Wireless Communication System	Utility - CON	USA	Issued	U.S. 9615305 (14/637,307) 00003-3123	4/4/2017 (3/3/2015)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
System, Method And Device For Switching Between Wwan And Wlan In A Mobile Wireless Hotspot	Utility - CON	USA	Issued	U.S. 9699711 (13/899,425) 00003-0852	7/4/2017 (5/21/2013)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.

Inseego Patents

Title	Matter Type	Country	Status	Patent No. (Application No.) Docket/File No.	Issue/Grant Date (Filing Date)	OWNER
Systems and Methods for Transferring Wireless Power and Data for a 5G Wireless Access Point	Utility	USA	Issued	U.S. 11,172,544 (16/983,891)	11/9/2021 (7/24/2020)	Inseego Corp.
Position-Based Automatic Configuration Of Portable Device	Utility - CON	USA	Pending	(14/060,497) 00003-0663	(10/22/2013)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Systems And Methods For Automatic Connection With A Wireless Network	Utility - CON	USA	Issued	U.S. 7944901 (12/762,225) 00003-0809	5/17/2011 (4/16/2010)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
System And Method For Seamlessly Increasing Download Throughput	Utility - CIP	USA	Issued	U.S. 8712473 (13/536,993) 116053-012UTL or 00003-3130	4/29/2014 (6/28/2012)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Intelligent Cellular Communications Gateway Device, System, And Method	Utility - CON	USA	Pending	(15/226,738) 00003-4741	(8/2/2016)	Inseego North America, LLC
Device, System, And Method For Orienting An Accelerometer	Utility -	USA	Pending	(15/335,016 (prev 62/246,560)) 00003-2076 (prev. 00003-2075)	(10/26/2016)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Systems and Methods for Monitoring and Detecting Symptoms of Infectious Conditions	Utility	USA	Pending	(16/942,629)	(7/29/2020)	Inseego Corp.
Distributed Architecture Wireless Rf Modem	Utility - DIV	USA	Issued	U.S. 7945290 (12/643,983) 00003-0553	5/17/2011 (12/21/2009)	Inseego Wireless, Inc., f/k/a Novatel Wireless, Inc.
Modular 5G Fixed Wireless Access Device	Utility	USA	Pending	(16/983,996)	(8/3/2020)	Inseego Corp.
5G Connect FWA Self-Install Smartphone Application	Utility	USA	Pending	(17/028,197)	(9/22/2020)	Inseego Corp.
HOTSPOT ACCESSORY CAMERA SYSTEM	Utility	USA	Pending	17/082,633	10/28/20	Inseego Corp.
HOTSPOT ACCESSORY CAMERA SYSTEM	Utility	USA	Pending	17/127,865	(12/18/2020)	Inseego Corp.

Inseego Patents

Title	Matter Type	Country	Status	Patent No. (Application No.) Docket/File No.	Issue/Grant Date (Filing Date)	OWNER
5G FWA Device self-installation and device management application	Utility	USA	Pending	17/142,902	(1/6/2021)	Inseego Corp.
CELLULAR MODEM INTERFACES FOR MODULARIZATION	Utility	USA	Pending	17/203,675	03/16/21	Inseego Corp.
DEVICE AND METHOD FOR SELF-LEARNING INTERNET GATEWAY WITH INTERNET OF THINGS (IIOT) DEVICE ISOLATION	Utility	USA	Pending	17/207,493	03/19/21	Inseego Corp.
METHOD FOR PROVISIONING A WIRELESS DEVICE USING A SMARTPHONE APPLICATION	Utility	USA	Pending	17/313,489	05/06/21	Inseego Corp.
5G SERVICE MANAGEMENT IN MULTI-DWELLING UNIT	Utility	USA	Pending	17/685,813	03/03/22	Inseego Corp.
New Mobile App Features	Utility	USA	Pending	17/716,727	04/08/22	Inseego Corp.
INTELLIGENT WAN SWITCHING WITH A ROUTING DEVICE	Utility	USA	Pending	17/725,768	04/21/22	Inseego Corp.
MODULAR 5G FIXED WIRELESS ACCESS DEVICE	Utility	USA	Pending	17/825,308	05/26/22	Inseego Corp.
WIRELESS RADIO UNIT	Design	USA	Issued	U.S. D951,901 (29/746,960)	05/17/2022	Inseego Corp.
WIRELESS RADIO UNIT	Design	USA	Pending	29/746,957	8/18/20	Inseego Corp.
MODULAR 5G FIXED WIRELESS DEVICE WITH BASIC DOCK	Design	USA	Pending	29/746,941	8/18/20	Inseego Corp.
MODULAR 5G FIXED WIRELESS DEVICE WITH ENHANCED DOCK	Design	USA	Pending	29/747,024	8/18/20	Inseego Corp.
MODULAR 5G FIXED WIRELESS DEVICE	Design	USA	Pending	29/746,931	8/18/20	Inseego Corp.
OUTDOOR MODULAR 5G FIXED WIRELESS DEVICE	Design	USA	Pending	29/747,429	8/21/20	Inseego Corp.
Hotspot Accessory Adapter	Design	USA	Pending	29/753,447	9/30/20	Inseego Corp.
Hotspot Accessory	Design	USA	Pending	29/753,460	9/30/20	Inseego Corp.
METHODS AND APPARATUS FOR MODELING, MONITORING, SIMULATING AND CONTROLLING POWER CONSUMPTION IN BATTERY-OPERATED DEVICES	Utility	USA	Issued	U.S. 8,258,748	9/4/2012	Inseego Wireless, Inc., successor by merger to Enfora **
METHODS AND APPARATUS FOR MODELING, MONITORING, ESTIMATING AND CONSTROLLING POWER CONSUMPTION IN BATTERY-OPERATED DEVICES	Utility	USA	Issued	U.S. 8254868	8/28/2012	Inseego Wireless, Inc., successor by merger to Enfora **

Inseego Patents

Title	Matter Type	Country	Status	Patent No. (Application No.) Docket/File No.	Issue/Grant Date (Filing Date)	OWNER
ENHANCED JAMMING DETECTION	Utility	USA	Issued	U.S. 8208848	6/26/2012	Inseego Wireless, Inc., successor by merger to Enfora **
PERSISTENT MODEM CONNECTION	Utility	USA	Issued	U.S. 6725290	4/20/2012	Inseego Wireless, Inc., successor by merger to Enfora **

** Following merger of Enfora, Inc. with and into Inseego Wireless, Inc.

TRADEMARK

REEL: 007814 FRAME: 0937

RECORDED: 08/08/2022