

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
goTenna, Inc.		08/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Eastward Fund Management, LLC		
Street Address:	432 Cherry St.		
City:	West Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6108548	GOTENNA PRO EMBEDDED MODULE	
Registration Number:	5922319	GOTENNA PRO X	
Registration Number:	5733538	GOTENNA PLUS	
Registration Number:	5750775	GOTENNA PRO DEPLOYMENT KIT	
Registration Number:	5939434	GOTENNA PRO X DEPLOYMENT KIT	
Registration Number:	5679043	ASPEN GROVE	
Registration Number:	5674563	IMESHYOU	
Registration Number:	5681730	IN THE MESH	
Registration Number:	5454238	GOTENNA PRO	
Registration Number:	5318148	GOTENNA MESH	
Registration Number:	4626136	GOTENNA	
Registration Number:	5750774	GOTENNA PRO MANAGEMENT PORTAL	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	12027762046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		

CH \$315.00 6108548

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700
Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: 318251-102

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 09/13/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is entered into as of August 25, 2023 by and between Eastward Fund Management, LLC, a Delaware limited liability company with an address at 432 Cherry St., West Newton, MA 02465 (“Lender”), and goTenna, Inc., a Delaware corporation with an address at 81 Willoughby St., Fl. 4, Brooklyn, NY 11201 (“Grantor”).

Now, therefore, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

RECITALS

A. Lender 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 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.

DocuSigned by:

Ari Schuler

By: Ari Schuler

Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC

DocuSigned by:

Dennis P. Cameron

By: Dennis P. Cameron

Title: Authorized Person

EXHIBIT A

Copyrights

Description

None

Serial/
Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B**Patents**

Title	Jurisdiction	Application Number	Patent Number	Filing Date
SYSTEM AND METHOD FOR PRIVATE AND POINT-TO-POINT COMMUNICATION BETWEEN COMPUTING DEVICES	United States	14210841	9,992,021	March 14, 2014
SYSTEM AND METHOD FOR DIGITAL COMMUNICATION BETWEEN COMPUTING DEVICES	United States	14659067	9,756,549	March 16, 2015
SYSTEM AND METHOD FOR DIGITAL COMMUNICATION BETWEEN COMPUTING DEVICES	United States	14659151	10,015,720	March 16, 2015
MESH NETWORK DEPLOYMENT KIT	United States	16/360,874	10813169B2	March 21, 2019
MESH NETWORK DEPLOYMENT KIT	United States	17074594	11,297,688	October 19, 2020
MESH NETWORK THROTTLING UTILIZATION	United States	16/813,343	11082344B2	March 9, 2020
MESH NETWORK THROTTLING UTILIZATION	United States	17444227	11,558,299	August 8, 2021
METHOD FOR UTILIZATION-BASED TRAFFIC THROTTLING IN A WIRELESS MESH NETWORK	Europe	EP20770046.9A	Pending	March 9, 2020
ZERO-CONTROL ROUTING USING DATA PACKET INSPECTION FOR WIRELESS MESH NETWORKS	United States	16523757	11,082,324	July 26, 2019
PACKET INSPECTION FOR WIRELESS MESH NETWORKS	United States	17444222	Pending	August 8, 2021
PACKET INSPECTION FOR WIRELESS MESH NETWORKS	Europe	19753526.3 A	Pending	July 26, 2019

EXHIBIT B

Patents

DATA PACKET INSPECTION FOR WIRELESS MESH NETWORKS	Canada	3,107,919 A	Pending	July 26, 2019
SYSTEM AND METHOD FOR EFFICIENT NETWORK-WIDE BROADCAST IN A MULTI-HOP WIRELESS NETWORK USING PACKET ECHOS	United States	16198204	10944669B1	November 20, 2018
SYSTEM AND METHOD FOR DIGITAL COMMUNICATION BETWEEN COMPUTING DEVICE	United States	15/694,369	10,602,424	September 1, 2017
GOTENNA 201.1 – Continuation of Patent Number 9,992,021	United States	15/997,625	10,164,776	June 4, 2018
METHOD AND APPARATUS FOR MODELING MOBILITY AND DYNAMIC CONNECTIVITY ON A STATIONARY WIRELESS TESTBED	United States	16734158	Approved-patent number pending	January 3, 2020

EXHIBIT C

Trademarks

Trademark	Jurisdiction	Serial No.	Reg. No.	Filing Date
goTenna Pro Embedded Module	United States	88152519	6108548	October 12, 2018
goTenna Pro X	United States	88134946	5922319	September 27, 2018
goTenna Plus	United States	88121513	5733538	September 29, 2018
goTenna Pro Deployment Kit	United States	88135185	5750775	September 29, 2018
goTenna Pro X Deployment Kit	United States	88135156	5939434	September 29, 2018
goTenna Pro Management Portal	United States	88135140	5750774	September 29, 2018
ASPEN GROVE	United States	88002893	5679043	June 15, 2018
IMESHYOU	United States	88002970	5674563	June 15, 2018
IN THE MESH	United States	87699943	5681730	November 28, 2017
GOTENNA PRO	United States	87114584	5454238	March 1, 2018
GOTENNA MESH	United States	87114578	5318148	July 26, 2019
GOTENNA	United States	86079944	4626136	October 1, 2014
GOTENNA	Canada		1850960	August 3, 2017
GOTENNA	Spain	1982616201	International #: 1385968 New Zealand: 1085718	August 2, 2017

EXHIBIT D

Mask Works

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