

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEDERATED WIRELESS, INC.		12/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	ONE EAST WASHINGTON STREET		
Internal Address:	SUITE 1400		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6728201	FEDERATED WIRELESS CONNECTIVITY-AS-A-SER	
Registration Number:	6698001	FEDERATED WIRELESS SPECTRUM CONTROLLER	
Registration Number:	6634907	SPECTRUM CONTROLLER	
Registration Number:	5965360	FEDERATED WIRELESS	
Registration Number:	5965359	FEDERATED WIRELESS	
Registration Number:	5675543	FEDERATED WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000118		
NAME OF SUBMITTER:	Christopher C Close, Jr.		

CH \$165.00 6728201

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	12/28/2023
Total Attachments: 9 source=WAB - Federated Wireless - IP Security Agreement#page1.tif source=WAB - Federated Wireless - IP Security Agreement#page2.tif source=WAB - Federated Wireless - IP Security Agreement#page3.tif source=WAB - Federated Wireless - IP Security Agreement#page4.tif source=WAB - Federated Wireless - IP Security Agreement#page5.tif source=WAB - Federated Wireless - IP Security Agreement#page6.tif source=WAB - Federated Wireless - IP Security Agreement#page7.tif source=WAB - Federated Wireless - IP Security Agreement#page8.tif source=WAB - Federated Wireless - IP Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 19, 2023, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and FEDERATED WIRELESS, INC., a Delaware corporation, (the "Grantor"), is made with reference to the Loan and Security Agreement, dated as of December 19, 2023 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties payable to Grantor arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the "Intellectual Property Collateral" does not include (a) Patents represented by patent numbers US9,391,749, US9,516,508, US10,568,104 and US9,544,778 and (b) any trademark applications filed on an "intent-to-use" basis, until the earlier of (x) the filing of a statement of use with respect thereto or (y) the issuance of a registration therefor; *provided* that the creation of a lien or security interest thereon would invalidate or void such trademark application (for avoidance of doubt, otherwise such property shall automatically be subject to the security interest granted in favor of Secured Party under the Loan and Security Agreement between Debtor and Secured Party

and become part of the “Intellectual Property Collateral”); *provided*, further, any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment shall be part of the “Intellectual Property Collateral” so long as such cash proceeds and/or noncash proceeds are not otherwise excluded from the definition of “Intellectual Property Collateral” pursuant to the foregoing.

2. Loan Document. 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 security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

3. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials of the United States to record and register this Agreement upon request by Lender.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

5. 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.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Grantor and Lender hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

FEDERATED WIRELESS, INC., a Delaware corporation

By 

Name: Loren Buck

Title: Chief Financial Officer

Address for Notices:

Attn: Loren Buck, CFO
4075 Wilson Blvd 9th Floor
Arlington, VA 22203
Email: fw_ap@federatedwireless.com

and

Attn: Legal Department
4075 Wilson Blvd 9th Floor
Arlington, VA 22203
Email: legal@federatedwireless.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

Name: Brian McCabe

Title: Senior Director

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, Arizona 85004
Tel: (408) 556-6501
Fax: (408) 282-1681

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FEDERATED WIRELESS, INC., a Delaware corporation

By _____

Name: Loren Buck

Title: Chief Financial Officer

Address for Notices:

Attn: Loren Buck, CFO
4075 Wilson Blvd 9th Floor
Arlington, VA 22203
Email: fw_ap@federatedwireless.com

and

Attn: Legal Department
4075 Wilson Blvd 9th Floor
Arlington, VA 22203
Email: legal@federatedwireless.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By  _____

Name: Brian McCabe

Title: Senior Director

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, Arizona 85004
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist X

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

No.	Description	Serial Number	Registration Number	FWI Matter
1.	FEDERATED WIRELESS CONNECTIVITY-AS-A-SERVICE		6,728,201 (05/24/2022)	0039-00000
2.	FEDERATED WIRELESS SPECTRUM CONTROLLER		6,698,001 (04/12/2022)	0038-00000
3.	SPECTRUM CONTROLLER		6,634,907 (02/01/2022)	0024-00000
4.	FEDERATED WIRELESS (& design, two-line logo)		5,965,360 (01/21/2020)	0032-00000
5.	FEDERATED WIRELESS (& design, single-line logo)		5,965,359 (01/21/2021)	0033-00000
6.	FEDERATED WIRELESS		5,675,543 (02/12/2019)	0014-00000

EXHIBIT C

PATENTS

Please Check if No Patents Exist

No.	Description	Application Number	Registration Number	FWI Matter
1	Systems and Methods for Providing Multipath Connectivity Intelligence	18/166,678 (02/09/2023)		0049
2	Automated Frequency Coordination for Shared Spectrum Wireless Systems		11,252,574 (02/15/2022)	0035
3.	Apparatus and Method for Providing Spectrum Information Using Spectrum-Related Functions		10,020,900 (07/10/2018)	0011
4.	Policy and Billing Services in a Cloud-Based Access Solution for Enterprise Deployments		10,028,317 (07/17/2018)	0024-00
5.	Method and System for Providing Spectrum Sensing Capability in a Shared Network		10,057,782 (08/21/2018)	0026-00
6.	Spectrum Sharing Between Primary Users and Co-Existence Groups of Secondary Users		10,098,005 (10/09/2018)	0030-00
7.	Computerized Methods and Apparatus for Spectrum Access		10,111,243 (10/23/2018)	0007
8.	System and Method for Spectrum Sharing and Interference Management Between Wireless Systems		10,117,256 (10/30/2018)	0009-00
9.	Method, System, and Apparatus for Spectrum Sensing of Radar Signals		10,128,898 (11/13/2018)	0023-01
10	Categorizing Radio Signals While Obfuscating Characteristics of Federal Radio Signals		10,133,987 (11/20/2018)	0008
11	Cloud Based Access Solution for Enterprise Deployment		10,219,306 (02/26/2019)	0022
12	Spectrum Sharing Between Primary Users and Co-Existence Groups of Secondary Users		10,313,891 (06/04/2019)	0030-01
13	Method and System for Providing Spectrum Sensing Capability in a Shared Network		10,405,194 (09/03/2019)	0026-01
14	Policy and Billing Services in a Cloud-Based Access Solution for Enterprise Deployments		10,462,828 (10/29/2019)	0024-01
15	System and Method for Switching Frequencies in a Wireless Access Solution Based on Dynamic Spectrum Allocation		10,492,233 (11/26/2019)	0020
16	Radio Resource Management		10,548,150 (01/28/2020)	0003-01
17	System and Method for Spectrum Sharing and Interference Management Between Wireless Systems		10,624,103 (04/14/2020)	0009-01
18	Cloud-Based Network Architecture Centered Around a Software-Defined Spectrum Controller		10,644,953 (05/05/2020)	0028-00
19	Predictive Connectivity Service Layers		10,764,933 (09/01/2020)	0021-00
20	Cloud-Based Network Architecture Centered Around a Software-Defined Spectrum Controller		10,911,312 (02/02/2021)	0028-01
21	Spectrum Access Optimization for Self Organizing Networks		10,932,138 (02/23/2021)	0025-00

No.	Description	Application Number	Registration Number	FWI Matter
22	Machine-Learning Framework for Spectrum Allocation		11,012,864 (05/18/2021)	0034-00
23	Method and System for Providing Spectrum Sensing Capability in a Shared Network		11,012,865 (05/18/2021)	0026-02
24	Spectrum Sharing Between Primary Users and Co-Existence Groups of Secondary Users		11,206,545 (12/21/2021)	0030-02
25	System and Method for Spectrum Sharing and Interference Management Between Wireless Systems		11,212,812 (12/28/2021)	0009-02
26	Mobility Functionality for a Cloud-Based Access System		11,228,560 (01/18/2022)	0031
27	Automated Frequency Coordination for Shared Spectrum Wireless Systems		11,234,135 (01/25/2022)	0036
28	Access Point Centric Connectivity Map Service		11,284,273 (03/22/2022)	0037
29	Systems and Methods for Determining Channel Availability by an Automated Frequency Coordination System		11,350,424 (05/31/2022)	0040
30	Spectrum Access Optimization for Self Organizing Networks		11,356,855 (06/07/2022)	0025-01
31	Radio Resource Management		11,405,934 (08/02/2022)	0003-02
32	Radio Resource Management		9,325,468 (04/26/2016)	0003-00
33	Method, System, and Apparatus for Spectrum Sensing of Radar Signals		9,647,719 (05/09/2017)	0023-00
34	Generalized Content-Aware Spectrum Allocation System		11,758,527 (09/12/2023)	0027
35	Cloud Based Access Solution for Enterprise Deployment		11,683,087 (06/20/2023)	0022-01
36	Cloud-Based Interworking Gateway Service		11,729,863 (08/15/2023)	0029
37	Predictive Connectivity Service Layers	16/941,071 (07/28/2020)		0021-01
38	Systems and Methods for Scalable, Reliable, and Distributed Spectrum Access System Processing		11,432,163 (08/30/2022)	0041-00
39	Cloud-Based Network Architecture Centered Around a Software-Defined Spectrum Controller		11,586,696 (02/21/2023)	0028-02
40	Systems and Methods for Maintaining a Distributed Cloud Spectrum Access System	17/176,701 (02/16/2021)		0043
41	Machine-Learning Framework for Spectrum Allocation		11,523,287 (12/06/2022)	0034-01
42	Spectrum Access Optimization for Self Organizing Networks		11,564,106 (01/24/2023)	0025-02
43	Spectrum Access Optimization for Self Organizing Networks		11,564,107 (01/24/2023)	0025-03
44	Spectrum Access Optimization for Self Organizing Networks		11,564,108 (01/24/2023)	0025-04
45	Access Point Centric Connectivity Map Service	17/672,180 (02/15/2022)		0037-01
46	Systems and Methods for Scalable, Reliable, and Distributed Spectrum Access System Processing		11,659,405 (05/23/2023)	0041-01

No.	Description	Application Number	Registration Number	FWI Matter
47	Systems and Methods for Determining Channel Availability by an Automated Frequency Coordination System	17/660,884 (04/27/2022)		0040-01
48	Spectrum Access Optimization for Self Organizing Networks		11,632,678 (04/18/2023)	0025-05
49	Systems and Methods for Scalable, Reliable, and Distributed Spectrum Access System Processing	PCT US2020064192 (12/10/2020)		0041-00155
50	Systems and Methods for Determining Channel Availability by an Automated Frequency Coordination System	PCT US2020058671 (11/03/2020)		0040-00155
51	Automated Frequency Coordination for Shared Spectrum Wireless Systems	PCT US2020032680 (05/13/2020)		0036-00155
52	Mobility Functionality for a Cloud-based Access System	PCT US2018/031252 (11/13/2019)		0031-00155