

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ayla Networks, Inc.		07/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	9300 Flair Drive, 6th Floor		
City:	El Monte		
State/Country:	CALIFORNIA		
Postal Code:	91731		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5079315	AYLA INSIGHTS	
Registration Number:	4891760	AYLA NETWORKS	
Registration Number:	4891758	AYLA NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/26/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**"), dated as of July 24, 2017, is entered into between **EAST WEST BANK**, as Agent for the Lenders ("**Agent**"), and **AYLA NETWORKS, INC.**, a Delaware corporation ("**Grantor**"), and is made with reference to the Loan and Security Agreement, dated as of the date hereof, by and among Grantor, Agent and the Lenders named therein (as amended from time to time, the "**Loan Agreement**"). 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:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent, for the Lenders' benefit, 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 Borrower connected with and symbolized by such trademarks (other than any intent-to-use trademark if this Agreement would constitute an assignment thereof to Agent) (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 arising from such use to the extent permitted by such license or rights;

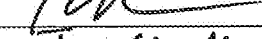
(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(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.

The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

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

AYLA NETWORKS, INC.

By: 
Name: Tom Clark
Title: CFO

EAST WEST BANK, as Agent

By: _____
Name: _____
Title: _____

(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 006115 FRAME: 0555


The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies:

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

AYLA NETWORKS, INC.

By: _____
Name: _____
Title: _____

EAST WEST BANK, as Agent

By: 
Name: Alexis Coyle
Title: Managing Director

(Signature Page to Intellectual Property Security Agreement)

**EXHIBIT A
COPYRIGHTS**

None.

**EXHIBIT B
TRADEMARKS**

Trademark	Status	Application/Registration Number	Application/Registration Date	Country
AYLA INSIGHTS	Registered	5079315	November 8, 2016	USA
 Ayla Networks	Registered	4891760	January 26, 2016	USA
AYLA NETWORKS	Registered	4891758	January 26, 2016	USA
AYLA NETWORKS	Registered	014483663	December 14, 2015	European Union
 Ayla Networks	Registered	014483689	December 30, 2015	European Union
AYLA	Registered	16428102	April 21, 2016	China
AYLA NETWORKS	Pending	16428121	March 2, 2015	China
 (Leaf Logo)	Pending	16428210	March 2, 2015	China

**EXHIBIT C
PATENTS**

Description	Registration/Application Number	Registration/Application Date	Country
Communicating through a server between appliances and applications	13/173,038	6/30/2011	USA
Patching improvement for executables in memory constrained devices	14/307,306	6/17/2014	USA
Flexible device templates for connected consumer devices	14/525,098	10/27/2014	USA
Proximity based communication with embedded system	13/908,971	6/3/2013	USA
Role based access control for connected consumer devices	14/5152,52	10/15/2014	USA
Applications in a flexible registration framework	14/515,407	10/15/2014	USA
Efficient notification protocol through firewalls	14/308,052	6/18/2014	USA
Flexible rules for engine managing connected consumer devices	14/515,265	10/15/2014	USA
Registration framework for connected consumer devices	14/515,281	10/15/2014	USA
Devices in a flexible registration framework	14/515,397	10/15/2014	USA

Description	Registration/Application Number	Registration/Application Date	Country
Proximity based communication with embedded system	15/233,754	8/10/2016	USA
Linked user accounts for an internet-of-things platform	15/243,474	8/22/2016	USA
Feed service engine	15/244,998	8/23/2016	USA
Management of gateway device using virtual gateway device	15/250,596	8/29/2016	USA
Compact schedules for resource constrained devices	15/250,652	8/29/2016	USA
Management of multi-radio gateway device using virtual gateway device	15/251,505	8/30/2016	USA
Data streaming service for an internet-of-things platform	15/251,516	8/30/2016	USA
Local over the air update of an embedded system	15/055,409	2/26/2016	USA
Metadata tables for time-series data management	15/154,135	5/13/2016	USA
Multi-tagged multi-tenant rate limiting	15/475,086	3/30/2017	USA
Connectivity state optimization to devices in a mobile environment	62/526,929	6/29/2017	USA
Third party application control of devices in an iot platform	62/483,791	4/10/2017	USA
Flexible device templates for connected consumer	201580056786.1	8/27/2015	CN

Description	Registration/Application Number	Registration/Application Date	Country
devices			
Registration framework for connected consumer devices	201580056268.X	8/27/2015	CN
Flexible rules engine for managing connected consumer devices	201580068346.8	8/27/2015	CN
Role based access control for connected consumer devices	201580056220.9	8/27/2015	CN
Flexible device templates for connected consumer devices	15854348.8	8/27/2015	EP
Registration framework for connected consumer devices	15851176.6	8/27/2015	EP
Flexible rules engine for managing connected consumer devices	15851597.3	8/27/2015	EP
Role based access control for connected consumer devices	15851325.9	8/27/2015	EP
Management of multi-radio gateway device using virtual gateway device	PCT/US16/49668	8/31/2016	WO
Management of gateway device using virtual gateway device	PCT/US16/49501	8/30/2016	WO
Compact schedules for resource-constrained devices	PCT/US16/49502	8/30/2016	WO
Data streaming service for an	PCT/US16/49673	8/31/2016	WO

Description	Registration/Application Number	Registration/Application Date	Country
internet-of-things platform			
Feed service engine	PCT/US16/48329	8/24/2016	WO
Linked user accounts for an internet-of-things platform	PCT/US16/48192	8/23/2016	WO
Registration framework for connected consumer devices	PCT/US15/47277	8/27/2015	WO
Flexible rules engine for managing connected consumer devices	PCT/US15/47280	8/27/2015	WO
Role based access control for connected consumer devices	PCT/US15/47283	8/27/2015	WO
Local over the air update of an embedded system	PCT/US17/18351	2/17/2017	WO
Multi-tagged multi- tenant rate limiting	PCT/US17/25439	3/31/2017	WO