

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SONIM TECHNOLOGIES, INC.	06/27/2007

RECEIVING PARTY DATA

Name:	INVESTEC BANK (UK) LTD., AS ADMINISTRATIVE AGENT
Street Address:	2 Gresham Street
Internal Address:	Attn: Project & Infrastructure Finance; Ms. Shelagh Kirkland
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 7QP

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	6426956
Patent Number:	6801524
Patent Number:	7155248
Application Number:	10932665
Application Number:	10932680
Application Number:	11009899
Application Number:	11021831
Application Number:	11021987
Application Number:	11022268
Application Number:	11127911
Application Number:	11127912
Application Number:	11127913
Application Number:	11283131
Application Number:	11367560

PATENT

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REEL: 019529 FRAME: 0923

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Application Number:	11394270
Application Number:	10927740
Application Number:	11601117
Application Number:	60764699
Application Number:	60794062
Application Number:	60799270
Application Number:	60799780
Application Number:	60811221
Application Number:	60810810

CORRESPONDENCE DATA

Fax Number: (858)677-1401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: karen.johanson@dlapiper.com

Correspondent Name: DLA Piper US LLP

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 2: Attn: Karen Johanson

Address Line 4: San Diego, CALIFORNIA 92121-2133

ATTORNEY DOCKET NUMBER:	313847-389
NAME OF SUBMITTER:	Craig Tighe

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of June 27, 2007, by and between INVESTEC ADMINISTRATIVE AGENT (UK) LTD. ("Administrative Agent") and SONIM TECHNOLOGIES, INC. ("Grantor").

RECITALS

WHEREAS, Grantor has entered into the Loan and Security Agreement, dated as of the date hereof, with Administrative Agent and the Lenders named therein (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Loan Agreement), pursuant to which Grantor has granted Administrative Agent, as collateral agent for the Lenders, a security interest in Grantor's personal property assets to secure payment and performance of the Obligations;

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations, Grantor grants and pledges to Administrative Agent, as collateral agent for the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Loan Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Loan Agreement or any of the other Financing Documents, 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

2. Covenants. Grantor shall deliver to Administrative Agent, concurrent with its delivery of each Compliance Certificate pursuant to the Loan Agreement, a report signed by Grantor, in form reasonably acceptable to Administrative Agent, listing all applications and registrations that Grantor has made or filed in respect of any copyrights, patents, trademarks and mask works and the status of all outstanding applications or registrations. Grantor shall promptly advise Administrative Agent of any material change in the composition of the Collateral hereunder, including, but not limited to, any subsequent ownership right of the Grantor in or to any copyright, patent, trademark or mask work not specified in this Agreement;

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Administrative Agent, to perfect Administrative Agent's security interest in all copyrights, patents, trademarks and mask works and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Administrative Agent the grant or perfection of a security interest in all Collateral hereunder.

(b) Grantor hereby irrevocably appoints Administrative Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits "A," "B", "C," and "D" hereof, as appropriate, to include reference to any right, title or interest in any copyrights, patents, trademarks or mask works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents, trademarks or mask works in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of such Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Administrative Agent or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Administrative Agent alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

1875 South Grant Street, Suite 620
San Mateo, California 94402
Attn: Robert Plaschke

GRANTOR:

SONIM TECHNOLOGIES, INC.

By: 

Title: CEO

Address of Administrative Agent:

2 Gresham Street
London EC2V 7QP
United Kingdom

Attn: Project & Infrastructure Finance; Ms
Shelagh Kirkland

ADMINISTRATIVE AGENT:

INVESTEC BANK (UK) LTD.

By: _____

Title: _____

By: _____

Title: _____

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

Address of Grantor:

SONIM TECHNOLOGIES, INC.

1875 South Grant Street, Suite 620
San Mateo, California 94402

Attn: _____

By: _____

Title: _____

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

INVESTEC BANK (UK) LTD.

2 Gresham Street
London EC2V 7QP
United Kingdom

Attn: Project & Infrastructure Finance; Ms
Shelagh Kirkland

By: Edwin C. NEASON

Title: ATTORNEY

By: S. Kirkland S. KIRKLAND

Title: "B" Attorney

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VOICE-BROWSING SYSTEM AND METHOD THEREFOR	6,426,956	07/30/2002
SYSTEM FOR DISPATCHING INFORMATION PACKETS AND METHOD THEREFOR	6,801,524	10/05/2004
SYSTEM AND METHOD FOR INITIATING PUSH-TO-TALK SESSIONS BETWEEN OUTSIDE SERVICES AND USER EQUIPMENT	7,155,248	12/26/2006
Methods of transmitting a message to a message server in a push-to-talk network	10/932,665	09/02/2004
Methods of retrieving a message from a message server in a push-to-talk network	10/932,680	09/02/2004
Dynamic compression training method and apparatus	11/009,899	12/10/2004
Delay timers for managing internal state changes and messages in user equipment for real-time multimedia applications	11/021,831	12/24/2004
Delay timers for managing internal state changes and messages in user equipment for real-time multimedia applications	11/021,987	12/24/2004
Method of scheduling data and signaling packets for push-to-talk over cellular networks	11/022,268	12/24/2004
Sustained VOIP call logs using PoC contact lists	11/127,911	05/11/2005
Reducing size of messages over the cellular control channel	11/127,912	05/11/2005
Distributed markup and processing apparatus and method	11/127,913	05/11/2005
Push-to-talk apparatus and method for communication between an application server and media resource function processor	11/283,131	11/18/2005
Restructuring data packets to improve voice quality at low bandwidth conditions in wireless networks	11/367,560	03/03/2006
Push to talk over cellular (half-duplex) to full-duplex voice conferencing	11/394,270	03/29/2006
Continuation Patent on System for Dispatching	10/927,740	01/31/2000

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Information Packets and Method Therefor		
Continuation Patent on System and Method for Initiating Push-To-Talk Sessions Between Outside Servicers and User Equipment	11/601,117	10/22/2004
Methods and Arrangements for Implementing Whisper Mode Conversations During a Multiparty Telecommunications Session	60/764,699	02/15/2006
Provisional Patent-Apparatus and Methods for conversational-style push-to-talk	60/794,062	04/21/2006
Provisional Patent-Method and Apparatus for providing full duplex services over multiple simplex media paths and sessions	60/799,270	05/10/2006
Provisional Patent-Presence management in a real-time communications environment	60/799,780	05/11/2006
Provisional Patent-Apparatus and Method for application realization using Special URI(s) in Control Messages	60/811,221	06/05/2006
Provisional Patent-Systems and Methods for providing a floor control heartbeat	60/810,810	06/01/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SONIM (registered)	2948711	05/10/2003
SONIM (registered)	2882298	09/07/2004
SONIM XTEND (abandoned)	78/573751	02/23/2005

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

N/A

N/A