

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Proximetry, Inc.	06/17/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Silicon Valley Bank
Street Address:	4370 La Jolla Village Dr.
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Application Number:	12016586
Application Number:	12058523
Application Number:	12210160
Application Number:	12343662
Patent Number:	7486960
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(949)720-0182
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-224-6282
Email:	patent@buchalter.com
Correspondent Name:	Sandra P. Thompson
Address Line 1:	18400 Von Karman Ave., Suite 800
Address Line 4:	Irvine, CALIFORNIA 92612-0514
ATTORNEY DOCKET NUMBER:	S4127-0008
NAME OF SUBMITTER:	Sandra P. Thompson

CH \$200.00 12016586

Total Attachments: 6

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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Proximity, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Silicon Valley Bank

Internal Address: \_\_\_\_\_

Street Address: 4370 La Jolla Village Dr.

Suite 860

City: San Diego

State: CA

Country: US Zip: 92122

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 17, 2010

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

12/016,586

12/058,523

12/210,160

12/343,662

B. Patent No.(s)

7,486,960

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Sandra P. Thompson

Internal Address: \_\_\_\_\_

Street Address: Buchalter Nemer

18400 Von Karman Blvd. Ste. 800

City: Irvine

State: CA Zip: 92612-0514

Phone Number: 949-224-6282

Fax Number: 949-720-0802

Email Address: patent@buchalter.com

**6. Total number of applications and patents involved:** 5

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 200.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

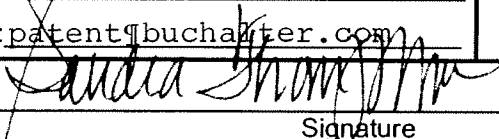
**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 500977

Authorized User Name Buchalter Nemer

**9. Signature:**



Signature

June 22, 2010

Date

Sandra P. Thompson

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 17, 2010 by and between SILICON VALLEY BANK ("Bank") and PROXIMETRY, INC., a Delaware corporation. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August 7, 2008 (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).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank 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 Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including a Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest other than as agreed by Grantor and Bank. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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.

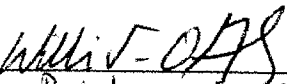
GRANTOR:

PROXIMETRY, INC.,  
a Delaware corporation

By:  Tracy R. Tabor  
Title: CEO

BANK:

SILICON VALLEY BANK

By:  William T. O'Grady  
Title: Relationship Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
Copyrights

Description

NONE

Registration  
Number

Registration  
Date

**EXHIBIT B**  
**Patents**

<b><u>Description</u></b>	<b>Registration/ Application <u>Number</u></b>	<b>Registration/ Application <u>Date</u></b>
<b>System and Method for Incorporating Dynamic Orthogonal Frequency-Division Multiplexing into Wireless Network Protocols</b>	US 12/016,586	01/18/2008
<b>Systems and Methods for Distance Measurement in Wireless Networks</b>	US 12/058,523	03/28/2008
<b>Systems and Methods for Delivery of Wireless Data and Multimedia Content to Aircraft</b>	US 12/210,160	09/12/2008
<b>System and Method for Wirelessly Transferring Content to and from an Aircraft</b>	US 7,486,960	02/03/2009
<b>System and Method for Wirelessly Transferring Content to and from an Aircraft</b>	US 12/343,662	12/24/2009

EXHIBIT C  
Trademarks

TRADEMARK	COUNTRY	SERIAL No. / REG. No.	CURRENT STATUS
<u>PROXIMETRY</u>	United States	Serial No. 77/278,069 09/12/2007  Reg. No. 3528708 11/04/2008	REGISTERED  Filed 09/12/2007; Registered 11/04/2008  (First Use: 01/01/2005; First U Commerce: 05/01/2006)
PROXIMETRY	CTM	Appln. No. 6739106 03/10/2008  Reg. No. 6739106 01/22/2009	REGISTERED  Application filed 03/10/2008 claiming priority as to U.S. Serial Nos. 77/278,069 and 77/278,078; Registered