

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
KODIAK NETWORKS, INC.	07/14/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	2400 HANOVER STREET
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	7853279
Patent Number:	7813722
Patent Number:	7787896
Patent Number:	7764950
Patent Number:	7738896
Patent Number:	7738892
Patent Number:	7689238
Patent Number:	7529557
Patent Number:	7403775
Application Number:	12951863
Application Number:	12750175
Application Number:	12781566
Application Number:	12582601
Application Number:	12359861
Application Number:	12259102

**OP \$600.00 7853279**

**CORRESPONDENCE DATA**

**Fax Number:** (404)962-6729

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

**Email:** jihan.jenkins@troutmansanders.com

**Correspondent Name:** JIHAN A.R. JENKINS

**Address Line 1:** TROUTMAN SANDERS LLP

**Address Line 2:** 600 PEACHTREE STREET NE

**Address Line 4:** ATLANTA, GEORGIA 30308-2216

**ATTORNEY DOCKET NUMBER:**

220763.001153

**NAME OF SUBMITTER:**

Jihan A.R. Jenkins

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the 14<sup>th</sup> day of July, 2011, by and between SILICON VALLEY BANK (“**Bank**”) and KODIAK NETWORKS, INC. (“**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 December 2, 2010 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement-SFD**”; capitalized terms used herein are used as defined in the Loan Agreement) and that certain Loan and Security Agreement (EX-IM) by and between Bank and Grantor dated December 2, 2010 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement-EX-IM**, together with the **Loan Agreement-SFD**, shall be the “**Loan Agreement**”). 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, 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 that certain First Amendment to Loan and Security Agreement between Bank and Grantor of even date herewith and that certain First Amendment to Loan and Security Agreement (EX-IM Loan Facility) between Bank and Grantor of even date herewith (collectively, the “**Amendment**”), 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 (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 (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, extensions, 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Amendment and 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 Bank, of any or all other rights, powers or remedies.

[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.

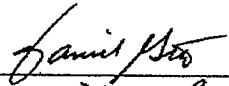
Address of Grantor:

2010 Crow Canyon Place #270  
San Ramon, California 94583

Attn: DANIEL GETTY

GRANTOR:

KODIAK NETWORKS, INC.

By:   
Name: DANIEL GETTY  
Title: CFO

Address of Bank:

2400 Hanover Street  
Palo Alto, California 94304

Attn: Minal Patel

BANK:

SILICON VALLEY BANK

By:   
Name: Minal Patel  
Title: Relationship Manager

EXHIBIT A

Copyrights

Title

Registration/  
Application  
Number

Registration/  
Application  
Date

Security Interest/  
Ownership Issues

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
ADVANCED FEATURES ON A REAL-TIME EXCHANGE SYSTEM	7,853,279	December 14, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
ENHANCED FEATURES IN AN ADVANCED VOICE SERVICES (AVS) FRAMEWORK FOR WIRELESS COMMUNICATIONS SYSTEMS	7,813,722	October 12, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
DISPATCH SERVICE ARCHITECTURE FRAMEWORK	7,787,896	August 31, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
ADVANCED VOICE SERVICES ARCHITECTURE FRAMEWORK	7,764,950	July 27, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
SUBSCRIBER IDENTITY MODULE (SIM) ENABLING ADVANCED VOICE SERVICES (AVS) INCLUDING PUSH TO-TALK, PUSH-TO-CONFERENCE AND PUSH-TO-MESSAGE ON WIRELESS HANDSETS AND NETWORKS ARCHITECTURE, CLIENT SPECIFICATION AND APPLICATION PROGRAMMING INTERFACE (API) FOR SUPPORTING ADVANCED VOICE SERVICES (AVS) INCLUDING PUSH TO TALK ON WIRELESS HANDSETS AND NETWORKS ARCHITECTURE AND IMPLEMENTATION OF CLOSED USER GROUPS AND LIMITING MOBILITY IN WIRELESS NETWORKS	7,738,896	June 15, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
SUPPORTING ADVANCED VOICE SERVICES (AVS) INCLUDING PUSH TO TALK ON WIRELESS HANDSETS AND NETWORKS ARCHITECTURE AND IMPLEMENTATION OF CLOSED USER GROUPS AND LIMITING MOBILITY IN WIRELESS NETWORKS	7,738,892 11/126,587 (2005/0202807)	June 15, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
PRESS-TO-CONNECT FOR WIRELESS COMMUNICATIONS SYSTEMS	7,689,238	March 30, 2010	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
ROAMING GATEWAY FOR SUPPORT OF ADVANCED VOICE SERVICES WHILE ROAMING IN WIRELESS COMMUNICATIONS SYSTEMS	7,529,557	May 5, 2009	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
ROAMING GATEWAY FOR SUPPORT OF ADVANCED VOICE SERVICES WHILE ROAMING IN WIRELESS COMMUNICATIONS SYSTEMS	7,403,775 11/129,268 (2005/0221819)	July 22, 2008	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest



ADVANCED FEATURES ON A REAL-TIME EXCHANGE SYSTEM	12/951,863 (2011/0065481)	November 22, 2010	Kodiak Networks	No recorded assignment to Kodiak
ENHANCED GROUP CALLING FEATURES FOR CONNECTED PORTFOLIO SERVICES IN A WIRELESS COMMUNICATIONS NETWORK	12/750,175 (2010/0304724)	March 30, 2010	Kodiak Networks	None
CONVERGED MOBILE-WEB COMMUNICATIONS SOLUTION	12/781,566 (2010/0234018)	May 17, 2010	Kodiak Networks	None
HYBRID PUSH-TO-TALK FOR MOBILE PHONE NETWORKS	12/582601 (2010/0142414)	October 20, 2009	Kodiak Networks	None
CONVERGED MOBILE-WEB COMMUNICATIONS SOLUTION	12/359861 (2009/0209235)	January 26, 2009	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest
CONNECTED PORTFOLIO SERVICES FOR A WIRELESS COMMUNICATIONS NETWORK	12/259102 (2009/0149167)	October 27, 2008	Kodiak Networks	Venture Lending & Leasing IV, Inc. has security interest

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
KODIAK VOICE NOTES	3,220,632	March 20, 2007	Venture Lending & Leasing IV
KODIAK VOICE BRIDGE	3,220,631	March 20, 2007	Venture Lending & Leasing IV
REAL TIME EXCHANGE	3,064,563	February 28, 2006	Venture Lending & Leasing IV
EVERYONE, EVERYWHERE, EVERY TIME	3,068,720	March 14, 2006	Venture Lending & Leasing IV
KODIAK NETWORKS	3,090,558	May 9, 2006	Venture Lending & Leasing IV

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date