

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
MAVENIR HOLDINGS, INC. formerly known as Airwide Solutions Inc.	09/09/2011

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7774006
Application Number:	11559463
Patent Number:	7039037
Patent Number:	7283539
Patent Number:	7649895
Patent Number:	7760684
Application Number:	11234648
Application Number:	11849970

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Phone: Erin O'Brien

Email: erin.obrien@cooley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: c/o Cooley LLP

Address Line 1: 4401 Eastgate Mall

501678016

PATENT
REEL: 026999 FRAME: 0975

CH \$320.00 7774006

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

036703-1181 MAVENIR HOLDI

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of September 9th, 2011 by and between **Mavenir Holdings, Inc.**, a Delaware corporation (f/k/a airwide solutions inc., a Delaware corporation) ("Grantor"), and **Comerica Bank**, a Texas banking association ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Mavenir Systems, Inc., a Delaware corporation ("Borrower") certain funds (the "Loan"), and Borrower desires to borrow such funds from Secured Party pursuant to the terms of that certain Loan and Security Agreement, dated as of October 3, 2008, as amended from time to time (as amended, the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor is required to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Borrower and/or Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's and/or Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"): :

(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 which 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) Any and all 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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.

Notwithstanding anything to the contrary herein, "Intellectual Property Collateral" shall not include any property to the extent such property, (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the California Uniform Commercial Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral; provided that in no case shall the definition of Intellectual Property Collateral exclude any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. All the covenants, representations and warranties contained in the Loan Agreement are hereby incorporated by reference. Grantor further represents, warrants, covenants and agrees as follows:

(a) Grantor authorizes the Bank to register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the Security Agreements and attached exhibits set forth in Exhibit D and Exhibit E, as applicable.

(b) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below, subject to Permitted Liens;

(c) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by

Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder; further, any present or future filings, applications, registrations with any non-U.S. Governmental Authority relative to the Intellectual Property Collateral shall pertain to the same Intellectual Property Collateral as to which filings or registrations have been, or shall have been, previously made with the appropriate U.S. governmental authority or regulatory body, and are made, or shall be made, to preserve or protect Grantor's rights in the Intellectual Property Collateral;

(d) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(e) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld, or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may be for exclusive (in terms of product and geographic focus only) licenses as permitted under the Loan Agreement and contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(f) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral, other than as permitted under the Loan Agreement, or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor authorizes Secured Party to 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, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party 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 Secured Party's discretion upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more

financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence and continuance of an Event of Default. Grantor will pay any reasonable expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement, the Loan Agreement or any other agreement between Secured Party and Grantor related to the Loan Agreement (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

10. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

11. 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.

12. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party

consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

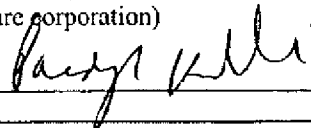
[End of Document – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

GRANTOR:

MAVENIR HOLDINGS, INC., a Delaware corporation (f/k/a airwide solutions inc., a Delaware corporation)

Address of Grantor:
1050 Winters Street
Suite 1000
Waltham, MA 02451

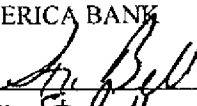
By: 
Name: _____
Its: _____

SECURED PARTY

COMERICA BANK

Address of Secured Party:

39200 Six Mile Road
Livonia, MI 48152

By: 
Name: Stu Bell
Its: Vice President

[Signature Page – Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Application/ Patent N.	Title	Owner
7774006	APPARATUS AND METHOD FOR IMPROVING SHORT MESSAGE SERVICE DEPENDABILITY	Airwide Solutions, Inc.
11559463	METHOD FOR PROCESSING A MESSAGE	Airwide Solutions, Inc.
7039037	METHOD AND APPARATUS FOR PROVIDING SERVICE SELECTION, REDIRECTION AND MANAGING OF SUBSCRIBER ACCESS TO MULTIPLE WAP (WIRELESS APPLICATION PROTOCOL) GATEWAYS SIMULTANEOUSLY	Airwide Solutions, Inc.
7283539	METHOD AND SYSTEM FOR MANAGING MESSAGE-BASED APPLICATIONS AND APPLICATIONS PROVIDERS IN A COMMUNICATIONS NETWORK	Airwide Solutions, Inc.
7649895	APPARATUS AND METHOD FOR ROUTING MULTIMEDIA MESSAGES BETWEEN A USER AGENT AND MULTIPLE MULTIMEDIA MESSAGE SERVICE CENTERS	Airwide Solutions, Inc.
7760684	MEASURING MEDIA DISTRIBUTION AND IMPACT IN A MOBILE COMMUNICATION NETWORK	Airwide Solutions, Inc.
11234648	CONTENT-SENSITIVE MULTIMEDIA MESSAGE SERVICE RESPONSE	Airwide Solutions, Inc.
11849940	TERMINAL DEVICE CONTROL SERVER AND METHOD THEREFOR	Airwide Solutions, Inc.

EXHIBIT C

Trademarks

Trademark	Reg. No.	Registrant
AIRMESSENGER	3649842	Airwide Solutions, Inc
AIRWIDE	3334347	Airwide Solutions, Inc.

EXHIBIT D

GRANT OF SECURITY INTEREST IN PATENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, **Mavenir Holdings, Inc.**, a Delaware corporation (f/k/a airwide solutions inc., a Delaware corporation) ("**Grantor**"), grants to **Comerica Bank**, a Texas banking association (in such capacity, "**Bank**"), a security interest and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("**Patent Collateral**"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, re-issues, extensions and continuation-in-part of the same, (collectively, the "Patents") described on Exhibit "A".
2. All Proceeds, products, rents and profits of or from any and all the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Patent Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Patent Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

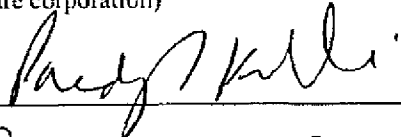
Grantor has granted the security interest under this instrument pursuant to the terms of an Intellectual Property Security Agreement dated September __, 2011 ("Security Agreement") made by Grantor to Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Patent Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[end of grant; signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Patents as of September 9, 2011.

GRANTOR:

Mavenir Holdings, Inc., a Delaware corporation (f/k/a airwide solutions inc., a Delaware corporation)

By: 

Its: PRESIDENT & CHIEF EXECUTIVE OFFICER

Address of Grantor:

1050 Winters Street
Suite 1000
Waltham, MA 02451

[Signature Page – Grant of Security Interest in Patents]

EXHIBIT A TO GRANT OF SECURITY INTEREST IN PATENTS

U.S. Patents

Application/ Patent N.	Title	Owner
7774006	APPARATUS AND METHOD FOR IMPROVING SHORT MESSAGE SERVICE DEPENDABILITY	Airwide Solutions, Inc.
11559463	METHOD FOR PROCESSING A MESSAGE	Airwide Solutions, Inc.
7039037	METHOD AND APPARATUS FOR PROVIDING SERVICE SELECTION, REDIRECTION AND MANAGING OF SUBSCRIBER ACCESS TO MULTIPLE WAP (WIRELESS APPLICATION PROTOCOL) GATEWAYS SIMULTANEOUSLY	Airwide Solutions, Inc.
7283539	METHOD AND SYSTEM FOR MANAGING MESSAGE-BASED APPLICATIONS AND APPLICATIONS PROVIDERS IN A COMMUNICATIONS NETWORK	Airwide Solutions, Inc.
7649895	APPARATUS AND METHOD FOR ROUTING MULTIMEDIA MESSAGES BETWEEN A USER AGENT AND MULTIPLE MULTIMEDIA MESSAGE SERVICE CENTERS	Airwide Solutions, Inc.
7760684	MEASURING MEDIA DISTRIBUTION AND IMPACT IN A MOBILE COMMUNICATION NETWORK	Airwide Solutions, Inc.
11234648	CONTENT-SENSITIVE MULTIMEDIA MESSAGE SERVICE RESPONSE	Airwide Solutions, Inc.
11849940	TERMINAL DEVICE CONTROL SERVER AND METHOD THEREFOR	Airwide Solutions, Inc.

EXHIBIT E

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, **Mavenir Holdings, Inc.**, a Delaware corporation (f/k/a airwide solutions inc., a Delaware corporation) ("Grantor"), grants to Comerica Bank, a Texas banking association (in such capacity, "Bank"), a security interest and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral");

3. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit "A".
4. All Proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

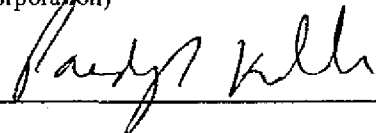
Grantor has granted the security interest under this instrument pursuant to the terms of an Intellectual Property Security Agreement dated September __, 2011 ("Security Agreement") made by Grantor to Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[end of grant; signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Trademark as of September 9, 2011.

GRANTOR:

Mavenir Holdings, Inc., a Delaware corporation (f/k/a airwide solutions inc., a Delaware corporation)

By: 

Its: PRESIDENT & CHIEF EXECUTIVE OFFICER

Address of Grantor:

1050 Winters Street
Suite 1000
Waltham, MA 02451

[Signature Page – Grant of Security Interest in Trademarks]

EXHIBIT A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademarks

Trademark	Reg. No.	Registrant
AIRMESSENGER	3649842	Airwide Solutions, Inc
AIRWIDE	3334347	Airwide Solutions, Inc.