

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
FIRETIDE, INC.	02/01/2013
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 25	
Property Type	Number
Patent Number:	8155008
Patent Number:	7995501
Patent Number:	7969942
Patent Number:	7768926
Patent Number:	D620513
Patent Number:	7522731
Patent Number:	7305459
Application Number:	12864244
Application Number:	12812458
Application Number:	12018152
PCT Number:	US2009030880
PCT Number:	US2009030855
PCT Number:	US2007081325
PCT Number:	US2007078920
PCT Number:	US2007078951

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PCT Number:	US2007063247
PCT Number:	US2006028903
PCT Number:	US2006027732
PCT Number:	US2006028008
PCT Number:	US2004012954
PCT Number:	US2004012952
PCT Number:	US2004012953
Application Number:	10438144
Application Number:	12404166
Patent Number:	8340076

CORRESPONDENCE DATA

Fax Number: 4049626571

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Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001200
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NAME OF SUBMITTER:	Benjamin C. Wiles
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 1, 2013 by and between SILICON VALLEY BANK ("Bank") and FIRETIDE, 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 a certain (i) Loan and Security Agreement between Grantor and Bank dated as of February 22, 2011 (the "**Term Loan Agreement**") and (i) Loan and Security Agreement between Grantor and Bank dated as of January 18, 2012 (the "**Working Capital Loan Agreement**"), and together with the Term Loan Agreement, collectively, 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. Borrower has requested that Bank enter into that certain Second Amendment to Loan and Security Agreement by and between Grantor and Bank dated of even date herewith amending the Term Loan Agreement and a First Amendment to Loan and Security Agreement by and between Grantor and Bank dated of even date herewith amending the Working Capital Loan Agreement (collectively, the "**Amendments**"). Bank is willing to enter into the Amendments, 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.

C. Pursuant to the terms of the Loan Agreement and Amendments, 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

1. Grant of Security Interest. 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and Amendments, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

FIRETIDE, INC.

By: _____

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: VP

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR ENABLING THE EFFICIENT OPERATION OF ARBITRARILY INTERCONNECTED MESH NETWORKS	8,155,008	April 10, 2012
ROUTE OPTIMIZATION FOR ON-DEMAND ROUTING PROTOCOLS FOR MESH NETWORKS	7,995,501	August 9, 2011
BONDING MULTIPLE RADIOS IN WIRELESS MULTI- HOP MESH NETWORKS	7,969,942	June 28, 2011
EFFECTIVE BANDWIDTH PATH METRIC AND PATH COMPUTATION METHOD FOR WIRELESS MESH NETWORKS WITH WIRED LINKS	7,768,926	August 3, 2010
SENSOR ENCLOSURE	D620,513	July 27, 2010
WIRELESS SERVICE POINTS HAVING UNIQUE IDENTIFIERS FOR SECURE COMMUNICATION	7,522,731	April 21, 2009
WIRELESS SERVICE POINT NETWORKS	7,305,459	December 4, 2007
CHANNEL ASSIGNMENT FOR WIRELESS ACCESS NETWORKS	12/864,244	November 18, 2010
SERVICE DIFFERENTIATION AND SERVICE LEVEL AGREEMENTS FOR WIRELESS ACCESS CLIENTS	12/812,458	July 11, 2010

UTILIZING MULTIPLE MESH NETWORK GATEWAYS IN A SHARED ACCESS NETWORK	12/018,152	January 22, 2008
CHANNEL ASSIGNMENT FOR WIRELESS ACCESS NETWORKS	PCT/US2009/0 30880	January 13, 2009
SERVICE DIFFERENTIATION AND SERVICE LEVEL AGREEMENTS FOR WIRELESS ACCESS CLIENTS	PCT/US2009/0 30855	January 13, 2009
MESH NODE MOBILITY ACROSS STATIC AND MOBILE MESH NETWORKS	PCT/US2007/0 81325	October 13, 2007
A MULTI-CHANNEL ASSIGNMENT METHOD FOR MULTI-RADIO MULTI-HOP WIRELESS MESH NETWORKS	PCT/US2007/0 78920	September 19, 2007
BONDING MULTIPLE RADIOS IN WIRELESS MULTI- HOP MESH NETWORKS	PCT/US2007/0 78951	September 19, 2007
EFFECTIVE BANDWIDTH PATH METRIC AND PATH COMPUTATION METHOD FOR WIRELESS MESH NETWORKS WITH WIRED LINKS	PCT/US2007/0 63247	March 4, 2007
UTILIZING MULTIPLE MESH NETWORK GATEWAYS IN A SHARED ACCESS NETWORK	PCT/US2006/0 28903	July 26, 2006
ROUTE OPTIMIZATION FOR ON-DEMAND ROUTING PROTOCOLS FOR MESH NETWORKS	PCT/US2006/0 27732	July 18, 2006
METHOD FOR ENABLING THE EFFICIENT OPERATION OF ARBITRARILY INTERCONNECTED MESH NETWORKS	PCT/US2006/0 28008	July 19, 2006
WIRELESS SERVICE POINTS HAVING UNIQUE	PCT/US2004/0	April 27, 2004

IDENTIFIERS FOR SECURE COMMUNICATION	12954	
WIRELESS SERVICE POINT NETWORKS	PCT/US2004/0 12952	April 27, 2004
DYNAMIC ADAPTIVE INTER-LAYER CONTROL OF WIRELESS DATA COMMUNICATION NETWORKS	PCT/US2004/0 12953	April 27, 2004
DYNAMIC ADAPTIVE INTER-LAYER CONTROL OF WIRELESS DATA COMMUNICATION NETWORKS	10/438,144	May 15, 2003
MULTI-CHANNEL ASSIGNMENT METHOD FOR MULTI-RADIO MULTI-HOP WIRELESS MESH NETWORKS	12/404,166	March 13, 2009
MESH NODE MOBILITY ACROSS STATIC AND MOBILE MESH NETWORKS	8,340,076	December 25, 2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HOTVIEW	US	3,113,055
FIRETIDE	US	3,096,623
HOTPOINT	WIPO	0871444
FIRETIDE	WIPO	0871443

EXHIBIT D

Mask Works

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